



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

note, as in the principal case, the payee is not to be considered a holder in due course and therefore that the provisions of the NEGOTIABLE INSTRUMENTS Act do not apply. *Fullerton Lumber Co. v. Snouffer*, 139 Iowa 176, 117 N. W. 50. Three states, Illinois, Kansas, Wisconsin, have refused to adopt §§119 and 120 in the form recommended. See BRANNAN, NEGOT. INSTR. LAW (2 Ed.) 120, 158. This law was not intended to state all the changes the law of suretyship might lead to in the law of bills and notes, and it has been contended that the law does not necessarily upset the established rules of suretyship, BRANNAN, NEGOT. INSTR. LAW (2 Ed.) 117, 26 HARV. L. REV. 596, but in view of the almost uniform interpretation of the sections under consideration and the purpose of the law as a whole, it would seem better to adopt the rule of the principal case and leave any needed alterations to legislative amendment. See 5 MICH. L. REV. 683, and 8 MICH. L. REV. 600 for a discussion of earlier cases.

BILLS AND NOTES—RIGHTS OF DONEE OF A SUNDAY NOTE.—A note was executed on Sunday in violation of the Sunday laws, but was dated on a secular day. After maturity the payee of the note gave it to his grandson, who had no notice of the illegality of its inception. In suit by him on the note, *held* the donee is entitled to recover, since as an innocent transferee he was not in *pari delicto* with either of the parties, and to permit the maker of the note to defeat it in the hands of an innocent holder would allow him to take advantage of his own wrong. *Gooch v. Gooch* (Iowa 1916), 160 N. W. 333.

The making of a note on Sunday is a violation of the laws of Iowa, *Sayre v. Wheeler*, 31 Iowa 112; *Pike v. King*, 16 Iowa 49, but such violation does not make the note void but voidable. *McIntosh v. Lee*, 57 Iowa 356, 10 N. W. 895; *Collins v. Collins*, 139 Iowa 703. Where such violation makes the note merely voidable it is held that if the note appears on its face to have been made on a secular day a holder in due course may enforce it. *Clinton Nat'l Bank v. Graves*, 48 Iowa 228; *Cranston v. Goss*, 107 Mass. 439; *Bank v. Thompson*, 42 N. H. 370; *Myers v. Kessler*, 142 Fed. 73, 74 C. C. A. 62; *Knox v. Clifford*, 38 Wis. 651, 20 Am. Rep. 28. And although the transfer is made after maturity, the maker has no equity against a holder for a valuable consideration without notice, for it is only against a person in equal fault that the defendant can be allowed to urge his own turpitude. *Leightman v. Kadetska*, 58 Iowa 676, 43 Am. Rep. 129; *Johns v. Bailey*, 45 Iowa 241; *Harrison v. Powers*, 76 Ga. 218; *Gordon v. Levine*, 197 Mass. 263, 83 N. E. 861; DANIELS, NEGOT. INST. §70 (note). The court in the principal case extends the doctrine and holds that since the transfer of the note by gift supported by the good, though not valuable, consideration of blood relationship passed the title of the note to the donee, and as the latter acquired his rights without notice, the rule *ex turpi causa non oritur actio* will not avail to protect the wrongdoer, but he will be estopped to deny the validity of the instrument against the innocent holder when he by his own act gave it such character.

COMMON LAW MARRIAGE—NECESSITY OF COHABITATION TO CONSTITUTE.—Plaintiff and defendant were married in New Jersey, without a license, by a